

**STATISTICAL INFORMATION ONLY: Debtor must select the number of each of the following items included in the Plan.**

0 Valuation of Security 0 Assumption of Executory Contract or Unexpired Lease 0 Lien Avoidance

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Last revised: September 1, 2018

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY**

In Re: Gerald & Terri Brown

Case No.: \_\_\_\_\_

Judge: \_\_\_\_\_

Debtor(s)

**Chapter 13 Plan and Motions**

Original       Modified/Notice Required      Date: \_\_\_\_\_  
 Motions Included       Modified/No Notice Required

THE DEBTOR HAS FILED FOR RELIEF UNDER  
CHAPTER 13 OF THE BANKRUPTCY CODE

**YOUR RIGHTS MAY BE AFFECTED**

You should have received from the court a separate *Notice of the Hearing on Confirmation of Plan*, which contains the date of the confirmation hearing on the Plan proposed by the Debtor. This document is the actual Plan proposed by the Debtor to adjust debts. You should read these papers carefully and discuss them with your attorney. Anyone who wishes to oppose any provision of this Plan or any motion included in it must file a written objection within the time frame stated in the *Notice*. Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated. This Plan may be confirmed and become binding, and included motions may be granted without further notice or hearing, unless written objection is filed before the deadline stated in the *Notice*. The Court may confirm this plan, if there are no timely filed objections, without further notice. See Bankruptcy Rule 3015. If this plan includes motions to avoid or modify a lien, the lien avoidance or modification may take place solely within the chapter 13 confirmation process. The plan confirmation order alone will avoid or modify the lien. The debtor need not file a separate motion or adversary proceeding to avoid or modify a lien based on value of the collateral or to reduce the interest rate. An affected lien creditor who wishes to contest said treatment must file a timely objection and appear at the confirmation hearing to prosecute same.

THIS PLAN:

DOES  DOES NOT CONTAIN NON-STANDARD PROVISIONS. NON-STANDARD PROVISIONS MUST ALSO BE SET FORTH IN PART 10.

DOES  DOES NOT LIMIT THE AMOUNT OF A SECURED CLAIM BASED SOLELY ON VALUE OF COLLATERAL, WHICH MAY RESULT IN A PARTIAL PAYMENT OR NO PAYMENT AT ALL TO THE SECURED CREDITOR. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

DOES  DOES NOT AVOID A JUDICIAL LIEN OR NONPOSSESSORY, NONPURCHASE-MONEY SECURITY INTEREST. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

Initial Debtor(s)' Attorney: JZ \_\_\_\_\_

Initial Debtor: GB \_\_\_\_\_

Initial Co-Debtor: TB \_\_\_\_\_

**Part 1: Payment and Length of Plan**

- a. The debtor shall pay to the Chapter 13 Trustee:
  - \$100 per month for 16 months starting on May 1, 2019, and then
  - \$640 per month for 44 months starting on September 1, 2020 (after the debtor's pension loan is paid in full)

for a total approximately 60 months.

- b. The debtor shall make plan payments to the Trustee from the following sources:

Future earnings

Other sources of funding (describe source, amount and date when funds are available):

- c. Use of real property to satisfy plan obligations:

Sale of real property

Description:

Proposed date for completion: \_\_\_\_\_

Refinance of real property:

Description:

Proposed date for completion: \_\_\_\_\_

Loan modification with respect to mortgage encumbering property:

Description:

Proposed date for completion: \_\_\_\_\_

- d.  The regular monthly mortgage payment will continue pending the sale, refinance or loan modification.

- e.  Other information that may be important relating to the payment and length of plan:

Pursuant to 42 U.S.C. 407(a), the debtor is not offering her entire social security income into the Chapter 13 Plan, since those monies are not "...subject to execution, levy, attachment, garnishment, or other legal process, or to the operation of any bankruptcy or insolvency law."

**Part 2: Adequate Protection  NONE**

a. Adequate protection payments will be made in the amount of \$ \_\_\_\_\_ to be paid to the Chapter 13 Trustee and disbursed pre-confirmation to \_\_\_\_\_ (creditor).

b. Adequate protection payments will be made in the amount of \$ \_\_\_\_\_ to be paid directly by the debtor(s) outside the Plan, pre-confirmation to: \_\_\_\_\_ (creditor).

**Part 3: Priority Claims (Including Administrative Expenses)**

a. All allowed priority claims will be paid in full unless the creditor agrees otherwise:

Creditor	Type of Priority	Amount to be Paid
CHAPTER 13 STANDING TRUSTEE	ADMINISTRATIVE	AS ALLOWED BY STATUTE
ATTORNEY FEE BALANCE	ADMINISTRATIVE	BALANCE DUE: \$2,620
DOMESTIC SUPPORT OBLIGATION		

b. Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount:

Check one:

None

The allowed priority claims listed below are based on a domestic support obligation that has been assigned to or is owed to a governmental unit and will be paid less than the full amount of the claim pursuant to 11 U.S.C.1322(a)(4):

Creditor	Type of Priority	Claim Amount	Amount to be Paid
	Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount.		

**Part 4: Secured Claims**

**a. Curing Default and Maintaining Payments on Principal Residence:**  **NONE**

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor shall pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

Creditor	Collateral or Type of Debt	Arrearage	Interest Rate on Arrearage	Amount to be Paid to Creditor (In Plan)	Regular Monthly Payment (Outside Plan)
M&T Bank	house	\$24,000		\$24,000	to be maintained

**b. Curing and Maintaining Payments on Non-Principal Residence & other loans or rent arrears:**  **NONE**

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor will pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

Creditor	Collateral or Type of Debt	Arrearage	Interest Rate on Arrearage	Amount to be Paid to Creditor (In Plan)	Regular Monthly Payment (Outside Plan)
GM Financial	GMC	\$599		\$599	To be maintained

**c. Secured claims excluded from 11 U.S.C. 506:**  **NONE**

The following claims were either incurred within 910 days before the petition date and are secured by a purchase money security interest in a motor vehicle acquired for the personal use of the debtor(s), or incurred within one year of the petition date and secured by a purchase money security interest in any other thing of value:

Name of Creditor	Collateral	Interest Rate	Amount of Claim	Total to be Paid through the Plan Including Interest Calculation

**d. Requests for valuation of security, Cram-down, Strip Off & Interest Rate Adjustments x NONE**

1.) The debtor values collateral as indicated below. If the claim may be modified under Section 1322(b)(2), the secured creditor shall be paid the amount listed as the "Value of the Creditor Interest in Collateral," plus interest as stated. The portion of any allowed claim that exceeds that value shall be treated as an unsecured claim. If a secured claim is identified as having "NO VALUE" it shall be treated as an unsecured claim.

**NOTE: A modification under this Section ALSO REQUIRES  
the appropriate motion to be filed under Section 7 of the Plan.**

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Superior Liens	Value of Creditor Interest in Collateral	Annual Interest Rate	Total Amount to be Paid

2.) Where the Debtor retains collateral and completes the Plan, payment of the full amount of the allowed secured claim shall discharge the corresponding lien.

**e. Surrender  NONE**

Upon confirmation, the stay is terminated as to surrendered collateral only under 11 U.S.C. 362(a) and that the stay under 11 U.S.C 1301 be terminated in all respects. The Debtor surrenders the following collateral:

Creditor	Collateral to be Surrendered	Value of Surrendered Collateral	Remaining Unsecured Debt
One Main Financial	Dodge	\$2,020	\$0

**f. Secured Claims Unaffected by the Plan x NONE**

The following secured claims are unaffected by the Plan:

**g. Secured Claims to be Paid in Full Through the Plan:  NONE**

Creditor	Collateral	Total Amount to be Paid Through the Plan

**Part 5: Unsecured Claims  NONE**

**a. Not separately classified** allowed non-priority unsecured claims shall be paid:

- Not less than \$ \_\_\_\_\_ to be distributed *pro rata*
- Not less than \_ percent;
- Pro Rata* distribution from any remaining funds

**b. Separately classified unsecured** claims shall be treated as follows:

Creditor	Basis for Separate Classification	Treatment	Amount to be Paid

**Part 6: Executory Contracts and Unexpired Leases  NONE**

(Leases of real property, fixtures, and personal property leases in this Plan.)

All executory contracts and unexpired leases, not previously rejected by operation of law, are rejected, except the following, which are assumed:

Creditor	Arrears to be Cured in Plan	Nature of Contract or Lease	Treatment by Debtor	Post-Petition Payment

Part 7: Motions  NONE

**NOTE:** All plans containing motions must be served on all potentially affected creditors, together with local form, *Notice of Chapter 13 Plan Transmittal*, within the time and in the manner set forth in D.N.J. LBR 3015-1. A *Certification of Service, Notice of Chapter 13 Plan Transmittal and valuation* must be filed with the Clerk of Court when the plan and transmittal notice are served.

**a. Motion to Avoid Liens Under 11. U.S.C. Section 522(f).  NONE**

The Debtor moves to avoid the following liens that impair exemptions:

Creditor	Nature of Collateral	Type of Lien	Amount of Lien	Value of Collateral	Amount of Claimed Exemption	Sum of All Other Liens Against the Property	Amount of Lien to be Avoided

**b. Motion to Avoid Liens and Reclassify Claim from Secured to Completely Unsecured.  NONE**

The Debtor moves to reclassify the following claims as unsecured and to void liens on collateral consistent with Part 4 above:

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Superior Liens	Value of Creditor's Interest in Collateral	Total Amount of Lien to be Reclassified

**c. Motion to Partially Void Liens and Reclassify Underlying Claims as Partially Secured and Partially Unsecured.**   **NONE**

The Debtor moves to reclassify the following claims as partially secured and partially unsecured, and to void liens on collateral consistent with Part 4 above:

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Amount to be Deemed Secured	Amount to be Reclassified as Unsecured

**Part 8: Other Plan Provisions**

**a. Vesting of Property of the Estate**

Upon confirmation  
 Upon discharge

**b. Payment Notices**

Creditors and Lessors provided for in Parts 4, 6 or 7 may continue to mail customary notices or coupons to the Debtor notwithstanding the automatic stay.

**c. Order of Distribution**

The Standing Trustee shall pay allowed claims in the following order:

- 1) Ch. 13 Standing Trustee commissions
- 2) Law Office of Peter Zimnis
- 3) Secured Creditors
- 4) Priority Creditors
- 5) General Unsecured Creditors

**d. Post-Petition Claims**

The Standing Trustee  is,  is not authorized to pay post-petition claims filed pursuant to 11 U.S.C. Section 1305(a) in the amount filed by the post-petition claimant.

**Part 9: Modification  NONE**

If this Plan modifies a Plan previously filed in this case, complete the information below.

Date of Plan being modified: 4/6/19.

Explain below **why** the plan is being modified: The debtor's pension loan is ending 16 months from the Bankruptcy filing date; the debtor originally thought it was 12 months from the filing date.

Explain below **how** the plan is being modified: Section 1a delays the 2<sup>nd</sup> tier of payments to 17<sup>th</sup> month of the case, and slightly increases the 2<sup>nd</sup> tier payment.

Are Schedules I and J being filed simultaneously with this Modified Plan?  Yes  No

**Part 10: Non-Standard Provision(s): Signatures Required**

Non-Standard Provisions Requiring Separate Signatures:

NONE

Explain here:

Any non-standard provisions placed elsewhere in this plan are ineffective.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SIGNATURES**

The Debtor(s) and the attorney for the Debtor(s), if any, must sign this Plan.

By signing and filing this document, the debtor(s), if not represented by an attorney, or the attorney for the debtor(s) certify that the wording and order of the provisions in this Chapter 13 Plan are identical to Local Form, Chapter 13 Plan and Motions, other than any non-standard provisions included in Part 10.

I certify under penalty of perjury that the above is true.

Date: \_\_\_\_\_ /s/ John Zimnis  
Attorney for Debtor(s)

Date: \_\_\_\_\_ /s/ Gerald Brown  
Debtor

Date: \_\_\_\_\_ /s/ Terri Brown  
Joint Debtor

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In re:  
Gerald Brown  
Terri L Brown  
Debtors

Case No. 19-17008-MBK  
Chapter 13

## CERTIFICATE OF NOTICE

District/off: 0312-3

User: admin  
Form ID: pdf901

Page 1 of 2  
Total Noticed: 38

Date Rcvd: May 29, 2019

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on May 31, 2019.

db/jdb +Gerald Brown, Terri L Brown, 5 Dolphin Lane, Hamilton, NJ 08619-1307  
518195874 ++AMERICREDIT FINANCIAL SERVICES DBA GM FINANCIAL, PO BOX 183853, ARLINGTON TX 76096-3853  
(address filed with court: AmeriCredit Financial Services, Inc., dba GM Financial,  
P O Box 183853, Arlington, TX 76096)  
518167153 +Best Buy Credit Services, PO Box 790441, Saint Louis, MO 63179-0441  
518167155 +Citibank (Best Buy), PO Box 6241, Sioux Falls, SD 57117-6241  
518167156 +Citibank (Home Depot), PO Box 6500, Sioux Falls, SD 57117-6500  
518167160 +Convergent, Re: PSEG, 800 SW 39th St, PO Box 9004, Renton, WA 98057-9004  
518167163 +First National Credit Card/CCS, 500 E 60th St N, Sioux Falls, SD 57104-0478  
518167164 +First Premier Bank, PO Box 5147, Sioux Falls, SD 57117-5147  
518167166 +GM Financial, PO Box 181145, Arlington, TX 76096-1145  
518167168 +Kivitz McKeever Lee, 701 Market Street, Suite 5000, Re: M&T Bank,  
Philadelphia, PA 19106-1541  
518167174 +Performance Spine & Sports Med, PO Box 8188, Trenton, NJ 08650-0188  
518167177 +Pressler & Pressler, Re: Midland Funding; DC 6212-15, 7 Entin Road,  
Parsippany, NJ 07054-5020  
518167175 +Pressler & Pressler, Re: Midland Funding; DC 1061-19, 7 Entin Road,  
Parsippany, NJ 07054-5020  
518167176 +Pressler & Pressler, Re: Midland Funding/Credit One, 7 Entin Road,  
Parsippany, NJ 07054-5020  
518167178 +The Bank of Missouri/Milestone, PO Box 4499, Beaverton, OR 97076-4499  
518167180 +Wells Fargo, PO Box 29704, Phoenix, AZ 85038-9704

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

smg E-mail/Text: usanj.njbankr@usdoj.gov May 30 2019 00:23:01 U.S. Attorney, 970 Broad St.,  
Room 502, Rodino Federal Bldg., Newark, NJ 07102-2534  
smg +E-mail/Text: ustpreq03.ne.ecf@usdoj.gov May 30 2019 00:22:57 United States Trustee,  
Office of the United States Trustee, 1085 Raymond Blvd., One Newark Center, Suite 2100,  
Newark, NJ 07102-5235  
518167154 +E-mail/PDF: AIS.cocard.ebn@americaninfosource.com May 30 2019 00:27:39 Capital One,  
PO Box 30285, Salt Lake City, UT 84130-0285  
518212769 +E-mail/PDF: EBN\_AIS@AMERICANINFO SOURCE.COM May 30 2019 00:27:56  
Capital One Bank (USA), N.A., 4515 N Santa Fe Ave, Oklahoma City, OK 73118-7901  
518173882 +E-mail/Text: bankruptcy@cavps.com May 30 2019 00:23:15 Cavalry SPV I, LLC,  
500 Summit Lake Drive, Ste 400, Valhalla, NY 10595-2321  
518167157 +E-mail/Text: BNC-ALLIANCE@QUANTUM3GROUP.COM May 30 2019 00:22:40  
Comenity Capital (Childrens Place), PO Box 182120, Columbus, OH 43218-2120  
518167158 +E-mail/Text: BNC-ALLIANCE@QUANTUM3GROUP.COM May 30 2019 00:22:40  
Comenity Capital (Lane Bryant)/ADS, PO Box 182120, Columbus, OH 43218-2120  
518167159 +E-mail/Text: BNC-ALLIANCE@QUANTUM3GROUP.COM May 30 2019 00:22:41  
Comenity Capital (My Points Reward), PO Box 182120, Columbus, OH 43218-2120  
518167162 +E-mail/PDF: creditonebknotifications@resurgent.com May 30 2019 00:27:07 Credit One Bank,  
PO Box 98873, Las Vegas, NV 89193-8873  
518167161 +E-mail/PDF: creditonebknotifications@resurgent.com May 30 2019 00:27:46 Credit One Bank,  
PO Box 60500, City Of Industry, CA 91716-0500  
518167165 +E-mail/Text: fggbanko@fgny.com May 30 2019 00:21:55 Forster & Garbus,  
Re: Arrow Financial; DC 10221-09, 7 Banta Place, Hackensack, NJ 07601-5604  
518167167 E-mail/Text: JCAP\_BNC\_Notices@jcapi.com May 30 2019 00:23:12 Jefferson Capital System,  
Re: First Premier, 16 McLeland Road, Saint Cloud, MN 56303  
518167169 +E-mail/Text: bncnotices@becket-lee.com May 30 2019 00:21:59 Kohls, PO Box 2983,  
Milwaukee, WI 53201-2983  
518177208 E-mail/PDF: resurgentbknotifications@resurgent.com May 30 2019 00:27:12 LVNV Funding, LLC,  
Resurgent Capital Services, PO Box 10587, Greenville, SC 29603-0587  
518167170 +E-mail/Text: BNC-ALLIANCE@QUANTUM3GROUP.COM May 30 2019 00:22:41 Lane Bryant,  
4590 East Broad Street, Columbus, OH 43213-1301  
518167171 E-mail/Text: camanagement@mtb.com May 30 2019 00:22:28 M&T Bank, 1 Fountain Plaza,  
Floor 3, Buffalo, NY 14203  
518167172 +E-mail/Text: bankruptcydpt@mcmcg.com May 30 2019 00:22:56 Midland Credit Mngmt,  
Re: Citibank; Home Depot; Credit One, 2365 Northside Drive, Suite 300,  
San Diego, CA 92108-2709  
518247596 +E-mail/Text: bankruptcydpt@mcmcg.com May 30 2019 00:22:56 Midland Funding LLC,  
PO Box 2011, Warren, MI 48090-2011  
518212903 E-mail/PDF: cbp@onemainfinancial.com May 30 2019 00:27:26 ONEMAIN, PO BOX 3251,  
EVANSVILLE, IN. 47731-3251  
518167173 +E-mail/PDF: cbp@onemainfinancial.com May 30 2019 00:27:26 One Main Financial,  
PO Box 70912, Charlotte, NC 28272-0912  
518244326 +E-mail/Text: JCAP\_BNC\_Notices@jcapi.com May 30 2019 00:23:12 Premier Bankcard, Llc,  
Jefferson Capital Systems LLC Assignee, Po Box 7999, Saint Cloud Mn 56302-7999  
518167179 +E-mail/Text: wfmelectronicbankruptcynotifications@verizonwireless.com May 30 2019 00:21:43  
Verizon NJ, 500 Technology Drive, Weldon Spring, MO 63304-2225

TOTAL: 22

District/off: 0312-3

User: admin  
Form ID: pdf901

Page 2 of 2  
Total Noticed: 38

Date Rcvd: May 29, 2019

\*\*\*\*\* BYPASSED RECIPIENTS (continued) \*\*\*\*\*

\*\*\*\*\* BYPASSED RECIPIENTS (undeliverable, \* duplicate) \*\*\*\*\*  
518250288\* ++AMERICREDIT FINANCIAL SERVICES DBA GM FINANCIAL, PO BOX 183853, ARLINGTON TX 76096-3853  
(address filed with court: Americredit Financial Services, Inc., Dba GM Financial,  
P.O Box 183853, Arlington, TX 76096)

TOTALS: 0, \* 1, ## 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.  
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

Addresses marked '++' were redirected to the recipient's preferred mailing address  
pursuant to 11 U.S.C. 342(f)/Fed.R.Bank.PR.2002(g)(4).

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: May 31, 2019

Signature: /s/Joseph Speetjens

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## CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on May 24, 2019 at the address(es) listed below:

Albert Russo docs@russotrustee.com  
John Zimnis on behalf of Debtor Gerald Brown njbankruptcylaw@aol.com.  
John Zimnis on behalf of Joint Debtor Terri L Brown njbankruptcylaw@aol.com.  
Kevin Gordon McDonald on behalf of Creditor M&T BANK kmcdonald@kmllawgroup.com,  
bkgroup@kmllawgroup.com  
U.S. Trustee USTPRRegion03.NE.ECF@usdoj.gov

TOTAL: 5